

**AFFIDAVIT OF DONALD CRAIG WOOD**

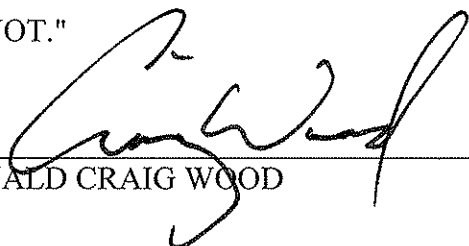
STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD CRAIG WOOD known to me to be the person whose signature appears below, and having been by me duly sworn, the said DONALD CRAIG WOOD stated on oath as follows:

“My name is DONALD CRAIG WOOD. I am over 18 years of age. I have never been convicted of a crime and I am personally competent to make this affidavit. I have personal knowledge of all facts stated in this affidavit, and they are true and correct.

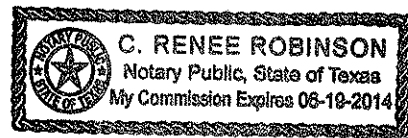
I am an attorney of record for the Northside Independent School District, in the lawsuit styled, *Gerald Carter v. Northside Independent School District*, which is currently pending in the United States District Court for the Western District of Texas, San Antonio Division as Civil Action No. 5:11-cv-492 FB (hereinafter “lawsuit”). I have served in this capacity at all times relevant in this lawsuit. Attached hereto and labeled as Exhibit “A1” are true and correct copies of the deposition excerpts of Gerald Leon Carter, whose deposition was taken on December 19, 2011.

FURTHER AFFIANT SAYETH NOT.”

  
\_\_\_\_\_  
DONALD CRAIG WOOD

SUBSCRIBED AND SWORN TO BEFORE ME by the said DONALD CRAIG WOOD  
on this the 24th day of February, 2012, to certify which witness my hand and official  
seal.

  
Notary Public, State of Texas



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

GERALD CARTER

)

)

vs.

)

CASE NO. 5:11-cv-00492 FB

)

)

NORTHSIDE INDEPENDENT

)

SCHOOL DISTRICT

)

ORAL VIDEOTAPED DEPOSITION

GERALD LEON CARTER

December 19, 2011

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 2

APPEARANCES

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ALSO PRESENT:

Mr. Marcelino Gutierrez, Videographer

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 37

1 Q. Which vice-principal was that?

2 A. Evelyn Massiatte.

3 Q. What was the reason for Ms. Massiatte  
4 counseling you in October of 2009?

5 A. Not turning in my lesson plans.

6 Q. Is it the case that her counseling with you  
7 about not turning in lesson plans led you to the state  
8 of mind that you felt like you required partial  
9 hospitalization at Laurel Ridge treatment center?

10 A. Yes. As I was walking back from that meeting,  
11 I teared up and had the familiar depressive feelings  
12 and I told myself, "I'm not doing this again. I'm  
13 going to get help."

14 Q. Had you teared up and had this kind of reaction  
15 previously at any of your places of employment?

16 A. Yes.

17 Q. I think you mentioned that you had teared up  
18 when you were working at Pleasanton. Is that correct?

19 A. Yes.

20 Q. Did you have that experience previously when  
21 you were at Cody or at Galm?

22 A. No.

23 Q. What did you do when you teared -- well, let me  
24 see, first of all, how often would you estimate that  
25 occurred while you were employed by Pleasanton, or how

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 38

1 many times?

2 A. I either teared up or had to fight off the  
3 symptoms daily.

4 Q. What would precipitate that?

5 A. Nothing.

6 Q. So on a daily basis you were tearing up.

7 And how did you recover from that experience? I mean,  
8 did you leave the classroom?

9 A. While I was teaching the students, I focused  
10 entirely on the students, and as long as I was focused  
11 on that, I never teared up in front of the students.  
12 If --

13 Q. What -- go ahead.

14 A. It would always be after teaching. I would  
15 close the door or visit the restroom and just gather  
16 myself.

17 Q. Did you sometimes go to your principal's office  
18 to confer with her when you were --

19 A. Yes.

20 Q. And what, if anything, would precipitate you  
21 tearing up and having this reaction?

22 A. A sense of being overwhelmed, not understanding  
23 why I had the depression.

24 Q. When Ms. Massiatte counseled you in October of  
25 2009, had you -- prior to that time had you also

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 40

1 vice-principal to talk about that.

2 Q. Who was that?

3 A. Her name was Stacy, but I can't remember her  
4 last name. I don't believe she's still there.

5 Q. It's true, isn't it, Mr. Carter, that your job  
6 description for your position at Michael Elementary  
7 indicates that you need to be able to maintain  
8 emotional control under stress?

9 A. That's true.

10 Q. And were you aware of that prior to accepting  
11 the position at Michael Elementary?

12 A. Yes.

13 Q. Based upon your history beginning in 2005 with  
14 Pleasanton Independent School District, did you believe  
15 that you were capable of doing that?

16 A. Yes.

17 Q. When you were counseled then by  
18 Ms. Massiatte in October of 2009, how long was it  
19 before you decided to check yourself into partial  
20 hospitalization at Laurel Ridge?

21 A. I don't have the dates in front of me, but I  
22 believe it was the following week. I spent some days  
23 -- I took sick leave immediately, and I spent some days  
24 with Dr. Moore trying to figure out what to do. And  
25 then I went into the partial. I believe that was

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 42

1 Q. Prior to that, in 2008 you had received an  
2 evaluation from Ms. Shaw that rated you below  
3 expectations in some areas, is that correct, in October  
4 of 2008?

5 A. I would have to see the paperwork. I -- I  
6 could be mistaken, but I don't believe that Ms. Shaw  
7 ever did an official appraisal on me from the  
8 classroom.

9 Q. Do you recall whether or not she might have  
10 evaluated you and indicated that you had problems with  
11 compliance with time lines?

12 MR. PONCIO: Object, calls for speculation.

13 Q. (By Mr. Wood) You may answer.

14 A. The question one more time.

15 Q. Do you recall whether or not she had rated you  
16 below expectations with respect to your compliance with  
17 time lines?

18 A. I don't remember. I know that was part of the  
19 problem at some point, but I don't know specifically  
20 that date.

21 Q. You do recall that you received more than one  
22 evaluation that contained items that rated you below  
23 expectations?

24 A. Yes.

25 Q. In October of 2009, about the time that



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 43

1 Ms. Massiatte counseled with you about the grade issue,  
2 is it fair to say that your fourth grade reading  
3 release test results were approximately -- had  
4 approximately only a 50 percent passing rate for your  
5 class?

6 A. This is in October of 2000 --

7 Q. '9.

8 A. -- '9?

9 Yes, that occurred, but I explained to  
10 Ms. Shaw the reason for that.

11 Q. What was your understanding as to the reason  
12 that your passing rate was only 50 percent on the  
13 reading test?

14 A. The other teachers and I previously gave the  
15 students multiple attempts at the test, and I told Ms.  
16 Shaw I wasn't going to do that anymore.

17 Q. So you gave your students only one attempt at  
18 the test?

19 A. Yes. I wanted a more realistic picture so that  
20 there would be no surprises when they took the TAKS  
21 test.

22 Q. Besides counseling with you in October of 2009,  
23 isn't it true that Ms. Massiatte gave you a memorandum  
24 on October 30th that indicated that she was concerned  
25 about your turning in lesson plans on time?

1       A.     I would have to see the paperwork, but that  
2     sounds accurate.

3       Q.     Did she offer you help with respect to any  
4     assistance you might need?

5       A.     She said that I could go to Melissa Ramon, my  
6     fourth grade team leader, for additional help.

7       Q.     And you said you thought you were at Laurel  
8     Ridge in partial hospitalization for about two weeks.  
9     You were on leave for approximately four weeks. Is  
10    that correct?

11      A.     I believe so, yes. I can't -- I believe the  
12    issues came in October, and toward the end of October I  
13    went into Laurel Ridge for a couple of weeks and then  
14    was on medical leave on out.

15      Q.     So following your hospitalization, did you  
16    remain at home on medical leave?

17      A.     Yes.

18      Q.     And that would have been for approximately two  
19    weeks?

20      A.     No. I was out longer than that.

21      Q.     Did someone recommend that you remain on  
22    medical leave rather than returning to work?

23      A.     The therapist that I had at Laurel Ridge and my  
24    psychiatrist, Dr. Salinas, said you would be walking  
25    back into a nasty situation that would precipitate or

1 cause more problems.

2 Q. And that was just based upon the fact that Ms.  
3 Massiatte had counseled you about the need to turn in  
4 your lesson plans on a timely basis?

5 A. No. It was based on the attitude of  
6 Ms. Shaw and Ms. Massiatte, the trouble I was having  
7 handling the job with my symptoms.

8 Q. Besides this counseling session in which Ms.  
9 Massiatte was critical about you turning in lesson  
10 plans, what else -- what other issues with  
11 Ms. Massiatte or Ms. Shaw were presenting problems for  
12 you at that time?

13 A. I knew I was having trouble keeping up with the  
14 workload and knew I could not go to them for emotional  
15 support.

16 Q. When you say you knew you could not go to them  
17 for emotional support, what do you base that on?

18 A. I felt that I was there to do a job and there  
19 was -- I felt like I was there to do a job and that was  
20 what was expected of me, no exceptions.  
21 That was just based on attitude on -- that I perceived  
22 from her in conference meetings going over test  
23 results.

24 Q. We talked about your reading test results being  
25 only 50 percent. Did somebody conference with you

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 46

1 about that and explain to you that that was not a  
2 satisfactory passing rate?

3 A. Yes.

4 Q. Who counseled with you about that?

5 A. Lily Shaw counseled with me and each of the  
6 teachers about our results.

7 Q. Was she critical of other teachers' results as  
8 well as of your results?

9 A. I don't know that. I wasn't in the room with  
10 her.

11 Q. Do you know whether or not there were other  
12 teachers who had lower scores with respect to the  
13 reading tests than those demonstrated by your class?

14 A. I don't know if they were higher or lower.  
15 I did not know what their results were.

16 Q. When Ms. Shaw counseled with you about your  
17 reading scores, what was your reaction to that?

18 A. My reaction was that those scores weren't going  
19 to cut it and that they needed to be fixed or corrected  
20 -- I mean, improved.

21 Q. Was that your own internal feeling, or was that  
22 something that Ms. Shaw indicated to you and you  
23 disagreed with?

24 A. It was my own internal feeling and then she  
25 agreed with it.

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 47

1 Q. Was Ms. Shaw critical or, excuse me, was she  
2 harsh to you when she discussed your reading scores  
3 with you?

4 A. Harsh? No.

5 Q. Was she unfair to you when she discussed those  
6 scores with you?

7 A. No.

8 Q. Now, there were also some writing scores that  
9 were given approximately at that time. Do you recall  
10 that your class had a 39 percent passing rate on the  
11 writing scores?

12 A. I'd have to see the date of that test, if it  
13 was possible that that writing test was given after I  
14 was gone.

15 Q. Do you recall whether or not the writing scores  
16 for your class were the lowest of the scores given in  
17 the fourth grade?

18 A. No, I was not aware of that. And again, I  
19 don't know if that test was given while I was actually  
20 on campus or not.

21 Q. Did Ms. Shaw ever counsel with you about your  
22 writing scores, to your recollection?

23 A. Not at all. We had exemplary writing on the  
24 TAKS test in the spring.

25 Q. So, so far I understand that Ms. Shaw counseled

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 48

1 with you about your reading scores, but you didn't feel  
2 like she was harsh or unfair to you. And Ms. Massiatte  
3 counseled with you about the need to timely turn lesson  
4 plans in. What other experiences were causing you  
5 problems or causing you some sort of emotional distress  
6 with respect to your employment at Michael in this time  
7 period of October and November of 2009?

8 A. I was unable to keep up with the paperwork.  
9 That was me and my standards, I wasn't keeping up with  
10 the paperwork. I was able to have my lessons prepared  
11 and be on for the kids. But the paperwork and test  
12 results and meetings and lack of time to work on it, I  
13 felt overwhelmed.

14 Q. And so was the stress that you were suffering  
15 from, was that something that was imposed by your own  
16 conscience, or was it something that was imposed by  
17 something that either Ms. Massiatte or  
18 Ms. Shaw did?

19 A. It was a combination. I believe it was myself  
20 and the standards I had had and feeling like I wasn't  
21 keeping up, and then to have that re-affirmed by my  
22 supervisors just added to it, added to the stress.

23 Q. What conferences, other than the one that Ms.  
24 Shaw had with you about your reading scores and the one  
25 that Ms. Massiatte had with you about turning in lesson



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 51

1 they feel like they had done as much as needed to be  
2 done in order to discharge you?

3 A. I have no way of knowing that. Insurance only  
4 paid for ten days.

5 Q. Is it your understanding that your stay there  
6 was limited just by the amount that the insurance would  
7 pay?

8 A. Yes, because I wasn't getting income, so yeah.

9 Q. When did you return to work at Michael?

10 A. In January of 2010.

11 Q. Did you return immediately at the start of the  
12 new semester?

13 A. Yes.

14 Q. What was your state of mind like at that point?  
15 Did you feel like you had recovered from the episode  
16 that led you to refer yourself for partial  
17 hospitalization?

18 A. Yes, I felt like I could start again, new year,  
19 and I felt that -- I wanted to believe what one of the  
20 therapists had said. She had told me, "You've just  
21 been written up once. Big deal. Get back to work when  
22 you can and just don't let that one reprimand upset  
23 you." So I went back to work.

24 Q. Were you aware of other employees who had  
25 received a reprimand?

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 52

1 A. No. I have no way of knowing that.

2 Q. Had you ever had discussions with any of your  
3 colleagues as to whether or not any of them had ever  
4 received reprimands?

5 A. No.

6 Q. Did you think that a single reprimand was  
7 something that was significant with respect to your  
8 future employment with the district?

9 A. Yes.

10 Q. Why did you believe that?

11 A. It had been the first time in my 20 years of  
12 teaching that I had ever been reprimand.

13 Q. Did you feel like the reprimand was warranted  
14 based upon the fact that you had not timely submitted  
15 lesson plans?

16 A. That's a decision the supervisor has to make.  
17 Previously at my other position, I would have been  
18 talked to and there would have been no reprimand.

19 Q. Well, you talked about your own personal code  
20 of the way things ought to be done. Did you feel like  
21 it was acceptable for you not to turn in your lesson  
22 plans on a timely manner?

23 A. No, they needed to be turned in on time.

24 Q. And if you had had a subordinate who you were  
25 supervising, would you have likewise indicated to that



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 61

1 -- how was it that you -- or by whom did you experience  
2 treatment that made you feel like you were not wanted?

3 A. At the beginning of 2010 and again a year later  
4 almost to the day, I had been subject to numerous  
5 walk-throughs, weekly meetings, the reprimand, all  
6 within the first week or two that I was back. It's  
7 like this guy just came back from Laurel Ridge and  
8 let's hammer him.

9 Q. Was it your understanding that the meetings  
10 that they held with you were to hammer you?

11 A. At first I didn't believe so.

12 Q. Did they not offer you help during those  
13 meetings?

14 A. I'd like an example of that.

15 Q. Well, did they? I mean, you tell me.

16 Based upon your perception when they met with you, did  
17 they offer you help with respect to the issues that you  
18 were having?

19 A. In 2010? Did they offer me help?

20 Q. First of all, you certainly --

21 A. It's difficult to classify something as helpful  
22 when you're reprimanded.

23 Q. Are you certain that you were having weekly  
24 meetings beginning in January of 2010?

25 A. No. I probably had one, maybe two meetings

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 62

1 within that short time I was there.

2 Q. With whom did you have those meetings?

3 A. Massiatte and Shaw.

4 Q. What do you recall about those meetings?

5 A. I recall Ms. Shaw taking notes, writing down  
6 things that I said, going over --

7 Q. Do you believe it was one or two meetings in  
8 the -- in January of 2010?

9 A. I believe it was two by the time I left. I  
10 don't know.

11 Q. Do you believe that both ladies were present  
12 during those meetings, or do you believe that those  
13 meetings were held separately with those two women?

14 A. I believe I had a meeting with both of the  
15 women, and during those meetings I felt that it was not  
16 helpful -- they were not being helpful because they  
17 were taking notes like this was some kind of court  
18 thing.

19 Q. What was it about them taking notes that made  
20 you feel like it was not helpful?

21 A. Normal conversation between people wouldn't  
22 include taking notes on a yellow pad as you talked, and  
23 I didn't find that helpful.

24 Q. Were one or both of them taking notes during  
25 these meetings?

1 another year, leaving you with just one year on your  
2 contract, was there anything besides those two actions  
3 that you felt like was discriminatory in nature when  
4 you filed your complaint with -- or your charge of  
5 discrimination with the EEOC?

6 A. I was released and ready to go back to work in  
7 January of 2010, and was met with not support but with  
8 another reprimand that I felt was unjustified, and then  
9 that information was then turned over to central office  
10 while I was on medical leave trying to get better from  
11 a medical condition that I had.

12 Q. So specifically we're talking about the January  
13 14th memorandum from Ms. Massiatte in which she advised  
14 you that the failure to comply with the requirement to  
15 post grades in a timely manner would be reflected in a  
16 negative manner on your evaluation?

17 A. That's one of the items, yes.

18 Q. That's the only reprimand that you received  
19 during that time period. Am I correct?

20 A. I don't remember if it was just one or if there  
21 were two or if there were two meetings. I can't  
22 remember the number of meetings and the reprimands.

23 Q. So the issuance of that reprimand, another one,  
24 if it occurred, Dr. Folks' recommendation and then the  
25 attitude of the ladies during those two meetings. Was

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 69

1 specific grade level.

2 Q. Well, when you met with Mr. Hardison, didn't  
3 suggest to him that you wanted to be re-assigned to a  
4 lower grade level?

5 A. I believe it was just I wanted to be  
6 re-assigned to a new school. A new grade level would  
7 not alleviate the problem of Ms. Shaw and  
8 Ms. Massiatte.

9 Q. You were advised, though, that you were not  
10 eligible for a transfer, were you not?

11 A. I was advised that, but they are able to make  
12 transfers as needed.

13 Q. Did you tell Ms. Shaw that you thought the  
14 re-assignment to first grade was going to be a good  
15 spot for you?

16 A. At the time that she said it, yes.

17 Q. So you began in August of 2010 teaching at the  
18 first grade level. Is that correct?

19 A. I did, after having a meeting going over  
20 accommodations the previous summer.

21 Q. With whom did you meet to discuss the  
22 accommodations in the summer of 2010?

23 A. I was told to attend the meeting by Jim Miller  
24 to go over my coming back to school and accommodations.

25 Q. After Mr. Miller told you to do this, with whom

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 70

1 did you meet?

2 A. Ms. Shaw and Mr. Hardison were also there.

3 Q. Did that take place at Michael?

4 A. No. It took place at the central office.

5 I had attempted to delay it because they wanted  
6 accommodations, and I told them I needed to get in  
7 touch with my doctor, but they refused to delay the  
8 conference.

9 Q. Did you have absences during the fall of 2010  
10 then?

11 A. I don't remember. Probably, yes.

12 Q. You were not on leave for any period after the  
13 beginning of the 2010-2011 school year, were you?

14 A. No, I wasn't.

15 Q. And by December, someone had made the decision  
16 to place you on a Teacher In Need of Assistance, or  
17 what we call a TINA plan. Is that correct?

18 A. Uh-huh.

19 Q. What was the purpose or the stated purpose of  
20 placing you on a TINA plan in December?

21 A. The stated purpose of a TINA plan is to help a  
22 teacher get back on track and meet the requirements  
23 that the supervisors have laid out. That's the stated  
24 goal. I don't believe that was the goal.

25 Q. Why do you believe it was not the goal?

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 72

1 Q. What was -- to your recollection, what were you  
2 focusing on with respect to the TINA plan?

3 A. The TINA plan was focusing on classroom  
4 management.

5 Q. When Ms. Shaw gave you the letter of reprimand  
6 in January of 2011, did she advise you that the failure  
7 to timely submit grades would reflect negatively on  
8 your evaluation?

9 A. Yes.

10 Q. Now, obviously this had been an issue that you  
11 felt like was unfairly directed towards you the  
12 previous January. I take it that it was no surprise at  
13 a year later that Ms. Shaw was still persistent about  
14 her insistence that grades be entered in a timely  
15 manner. You weren't surprised by that, were you?

16 A. I was surprised to be met with two or three  
17 meetings, a couple of reprimands upon my return in  
18 January.

19 Q. Now, you felt like in January, 2010 it was  
20 unfair to expect you to have the grades in by the due  
21 date because you had not been on campus. Was it unfair  
22 in January of 2011 to expect you to have your grades in  
23 in a timely manner?

24 A. I would have to see the specific dates that  
25 we're discussing. I don't know what the status of the



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 73

1 grade book was at that time. But every time I turned  
2 in my grades, they were on time, they were complete and  
3 Ms. Shaw signed off on them every time I was there.

4 Q. So is it your belief that in January of 2011  
5 when you were reprimanded about failure to timely  
6 submit grades, that that was just flat out untrue?

7 A. Teachers submit grades as they are -- as they  
8 come in. They may not be that day. They may wait  
9 until the weekend. They -- as my attorney with TSTA  
10 stated, there were no -- absolutely no grade  
11 requirements for Northside for first grade as far as a  
12 number, and we felt that I was being retaliated or  
13 discriminated against because they're focusing on such  
14 a small matter, when all in the past I have always met  
15 the deadlines.

16 Q. I'm going to read to you from Ms. Shaw's letter  
17 to you of January 4th, 2011.

18 A. Okay.

19 Q. She says, she begins: "This memorandum is to  
20 communicate the importance of entering student grades  
21 in the grade book. On January 3rd, 2011, I was  
22 reviewing your grade book and noticed that there were  
23 insufficient grades inputted in math, reading, language  
24 arts and science. By the end of the seventh week, you  
25 had the following number of grades inputted per

1 subject: Math, 8; reading, 8; language arts, 6; and  
2 science, 3. I referenced the need for you to update  
3 your grade book via a meeting on October 20th, 2010,  
4 November 10th, 2010 and the walk-through forms dated  
5 November 8th, 2010 and December 13th, 2010."

6 That suggests to me that Ms. Shaw had  
7 met with you and counseled with you on numerous  
8 occasions about the need to timely input your grades.  
9 Is that consistent with your recollection of what  
10 happened in the fall of 2010?

11 A. To me, the documentation of those dates back up  
12 my claim that I was constantly under a microscope over  
13 small matters. Some of those are within a week of each  
14 other. And again, it goes to the point of not allowing  
15 me any accommodation or understanding as far as Mr.  
16 Carter has a medical condition and maybe we shouldn't  
17 focus so much on these little matters when he's doing a  
18 good job with his class.

19 Q. So your notion is that Ms. Shaw should have  
20 just kept her nose out of it and not followed up to  
21 make sure as to whether or not you had inputted your  
22 grades in a timely manner?

23 A. I found it curious that she focused on January  
24 3rd, the day I came back.

25 Q. Well, in her letter she also says: "At the



Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 75

1 beginning the year, all staff were reminded through the  
2 Michael staff handbook to keep their grade book updated  
3 with consistency amongst the team members."

4 Was that true? Was that statement true?

5 A. Yes.

6 Q. And she said: "We visited this subject again  
7 at the team leader meeting on November 1, 2010."

8 Was that true?

9 A. I wasn't there.

10 Q. That wasn't true, y'all didn't --

11 A. I wasn't there.

12 Q. Oh, you weren't there.

13 She says: "Your team leader discussed  
14 this with the entire grade level on November 2nd,  
15 2010."

16 Were you present for that?

17 A. Yes. I don't recall the number of exact grades  
18 that she wanted.

19 Q. Well, she says you all agreed to take two  
20 grades weekly in each subject. Had you agreed to that?

21 A. Yes.

22 Q. And she says it was also discussed to input the  
23 grades on a weekly basis. Do you remember that  
24 discussion?

25 A. Yes.

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 76

1        Q.     Now, you understood, and she explains in her  
2        letter, that the purpose of having the grades inputted  
3        on a timely manner -- in a timely manner is so that the  
4        parents can view the grades through the Parent  
5        Connection. Is that right?

6        A.     Certainly.

7        Q.     And it's important for them to be able to do so  
8        to monitor their child's progress, is it not?

9        A.     Certainly.

10       Q.     And if you have not inputted those grades in a  
11       timely manner, those parents are not going to be able  
12       to monitor their child's progress? Is that accurate?

13       A.     Wouldn't be able to monitor it from that the --  
14       that's true.

15       Q.     Do you believe it was unfair for Ms. Shaw to  
16       give you this letter on January 4th, 2011, indicating  
17       that she was going to expect your grades to be input in  
18       a timely manner?

19       A.     I believe it was unfair. It was unfair because  
20       she had come back from Christmas break loaded up with  
21       ammo with anything she could to make sure that I wasn't  
22       renewed that following year. She had already  
23       recommended that I not work there anymore, and in order  
24       to justify me not getting my contract renewed, she  
25       needed more than what she had.

1 that paperwork.

2 Q. Dr. Folks notified you then that he was going  
3 to recommend that your contract not be renewed at the  
4 end of the year. Is that correct?

5 A. Yes.

6 Q. And was it your understanding that if you  
7 wanted to, you would have been entitled to a hearing  
8 before the board of trustees to contest that decision?

9 A. Yes, I was aware of that.

10 Q. You understood that if you were non-renewed,  
11 that that might have a negative impact on your future  
12 employability?

13 A. I'm certainly aware of that.

14 Q. Dr. Folks notified you that in lieu of  
15 recommending you for non-renewal, that you would have  
16 the option to resign?

17 A. I don't believe he said that in the letter. I  
18 don't recall.

19 Q. Nonetheless, in April of 2011, you did submit a  
20 letter of resignation, did you not?

21 A. I resigned because I could not work at  
22 Northside if they weren't going to give me the  
23 accommodations to do my job. And it seemed of less  
24 damage then to be non-renewed.

25 Q. Let's talk for a moment then about -- well,

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 95

1 plans are essential to the successful instruction of  
2 students. As has been mentioned to you, the team  
3 leader will complete the lesson plans and post them  
4 on-line after each week's planning meeting. You'll  
5 need to personalize these plans to reflect any special  
6 needs of your students to incorporate your  
7 instructional schedule and to add any unique or  
8 additional instructional aids or materials. As you  
9 know, these lesson plans are also used by special  
10 education teachers and, if needed, substitute  
11 teachers."

12 Are those statements true?

13 A. Yes.

14 Q. And then he says: "Because lesson plans are  
15 critical to the effective instruction of students, we  
16 will continue to require that your lesson plans for  
17 Monday be submitted by the Friday before. However, we  
18 are willing to grant you the accommodation that your  
19 lesson plans for days Tuesday through Friday will not  
20 be due until Monday morning."

21 That was an accommodation that was not  
22 afforded to other teachers. Is that correct?

23 A. I do not know what they require of other  
24 teachers.

25 Q. He also adds in his letter to you: "In

Gerald Carter Vs.  
Northside Independent School District

Gerald Leon Cater  
12/19/2011

Page 96

1 discussions with Ms. Shaw, we anticipate that you may  
2 find that delay is not even necessary since the  
3 portions of the lesson plans which you will be  
4 tailoring will require minimal adjustment from week to  
5 week."

6 Did you find that to be the case?

7 A. Yes, that was the case. It was minimal  
8 adjustments.

9 Q. And so you didn't have any issue with respect  
10 to timely completion of lesson plans after this  
11 particular concession was offered by  
12 Mr. Hardison, did you?

13 A. I still found the fact that there wasn't,  
14 granted for me to do the lesson plans by Monday in  
15 entirety, a small -- it was something that could have  
16 been -- easily be granted. We're talking about minutia  
17 here. And when we mention the lesson plans and  
18 personalizing them, that means that when I got in  
19 trouble thereafter, I got in trouble for not putting in  
20 what class we went to, what time we came back from the  
21 library -- minor issues -- again, you can find a  
22 mistake with anybody, and I believe they were just  
23 looking for it.

24 Q. One of the other accommodations that you had  
25 requested was that the meetings with administration be